

FEB 10 1976 - 3 40 PM

INTERSTATE COMMERCE COMMISSION
AMENDMENT TO SUPPLEMENT NO. 2 TO EQUIPMENT LEASE
AGREEMENT OF MAY 14, 1975 ("LEASE" HEREIN) BY AND
BETWEEN GREYHOUND LEASING & FINANCIAL CORPORATION
("LESSOR" HEREIN) AND THE DETROIT EDISON COMPANY
("LESSEE" HEREIN) DATED AS OF JANUARY 30, 1976

WHEREAS, the identification of the Pullman Cars and Ortner Cars as set forth in Paragraph 3(A) of the Supplement No. 2 and as set forth in Equipment Lease Schedules No. 2 and 3 was incorrect and Lessor and Lessee desire to correct said identification.

NOW, THEREFORE, in consideration of the foregoing, Lessor and Lessee do hereby agree to (i) substitute the following new paragraph 3(A) for that paragraph 3(A) in Supplement No. 2:

"3. Definitions.

'(A) "Additional Equipment" shall mean 600 New Pullman Standard 100 ton Steel Bodied Gondola Railroad Cars bearing Nos. DEEX 6001-6593; and DEEX 8001-8007 (hereinafter the "Pullman Cars") and 73 New Ortner 125 Ton Aluminum Gondola Cars bearing Nos. DEEX 3501-3571, 3573, and 3575 (hereinafter the "Ortner Cars").'


and (ii) to replace the original Equipment Lease Schedules No. 2 and 3 with corrected Schedules No. 2 and 3, which are attached hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to Supplement No. 2 to be executed in their respective names as of the day and year first above written.

THE DETROIT EDISON COMPANY,
LESSEE

GREYHOUND LEASING & FINANCIAL
CORPORATION, LESSOR

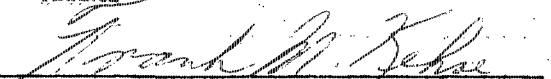
By


E. L. Grove, Jr.
SENIOR EXECUTIVE VICE PRESIDENT
FINANCE

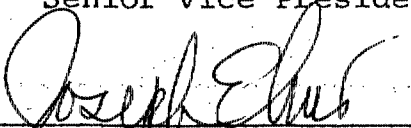
By


Senior Vice President

By


FRANK M. KENNE
SECRETARY

By


Assistant Secretary

GREYHOUND LEASING & FINANCIAL CORPORATION

GREYHOUND TOWER
PHOENIX, ARIZONA 85077SCHEDULE NO. 2

EQUIPMENT LEASE SCHEDULE

1. DESCRIPTION OF EQUIPMENT:

(1) GLFC No. 8-6770(2) Description 600 New Pullman Standard 100 ton steel bodied, high side Rotary dump gondola cars, Serial Nos. DEEX 6001-6593 and DEEX 8001-8007
Cost per car: \$29,000.002. SITUATE: Continental United States3. TERM: 180 MONTHS COMMENCING _____

4. RENT:

A. Total Rent \$29,131,671.00
to be applied pro-rata against 1stB. Deposit quarterly rent \$ 83,238.00C. RENT: Payable Quarterly ~~Monthly~~ in arrears

1st Year	\$ <u>485,527 per quarter</u>	9th Year	\$ <u>485,527 per quarter</u>
2nd Year	\$ " " "	10th Year	\$ " " "
3rd Year	\$ " " "	11th Year	\$ " " "
4th Year	\$ " " "	12th Year	\$ " " "
5th Year	\$ " " "	13th Year	\$ " " "
6th Year	\$ " " "	14th Year	\$ " " "
7th Year	\$ " " "	15th Year	\$ " " "
8th Year	\$ " " "	Thereafter	\$ <u>-0-</u>

5. RENEWAL OPTION: Lessee may renew lease on a year to year basis upon expiration of the term as specified in Item 3 above at an annual rental of \$ Fair Rental Value payable in advance.6. INSURANCE: See Section 13 of the Supplement No. 1 to the Lease Agreement7. STIPULATED LOSS VALUE: Amount to be paid pursuant to paragraph VIII of Equipment Lease Agreement for leased equipment lost, stolen, destroyed or damaged beyond repair during each year of the term: See Exhibit "A" to Supplement No. 2 to the Lease Agreement

1st	\$ <u>/</u>	5th	\$ <u>/</u>	9th	\$ <u>/</u>	13th	\$ <u>/</u>
2nd	\$ <u>/</u>	6th	\$ <u>/</u>	10th	\$ <u>/</u>	14th	\$ <u>/</u>
3rd	\$ <u>/</u>	7th	\$ <u>/</u>	11th	\$ <u>/</u>	15th	\$ <u>/</u>
4th	\$ <u>/</u>	8th	\$ <u>/</u>	12th	\$ <u>/</u>	Thereafter	\$ <u>/</u>

8. SPECIAL CONDITIONS: Quarterly rental set forth in Paragraph 4 hereof is based on a 7.00% prime rate and shall float with prime as set forth in the Supplements to the Lease Agreement

APPROVED AND AGREED TO this _____ day of _____, 19____ as a schedule to and part of Equipment Lease Agreement dated the _____ day of _____, 19____.

THE DETROIT EDISON COMPANY
LESSEEGREYHOUND LEASING & FINANCIAL CORPORATION,
LESSORBy _____
TITLEBy _____
Senior VICE PRESIDENT

(Seal)

By _____
TITLEBy _____
Assistant SECRETARY

(Seal)

GREYHOUND LEASING & FINANCIAL CORPORATION

GREYHOUND TOWER
PHOENIX, ARIZONA 85077SCHEDULE NO. 3

EQUIPMENT LEASE SCHEDULE

1. DESCRIPTION OF EQUIPMENT:

- (1) GLFC No. 8-6770
- (2) Description 73 new Ortner 125 Ton Aluminum Gondola Cars, Serial Nos. DEEX 3501-3571, 3573 and 3575

2. SITUATE: Continental United States3. TERM: 180 MONTHS COMMENCING _____

4. RENT:

- A. Total Rent \$ 5,866,516.00
to be applied pro-rata to 1st quarterly
- B. Deposit rental \$ 16,762.00

C. RENT: Payable Quarterly ~~xxxxxx~~ in arrears

1st Year	\$ <u>97,775.27 per quarter</u>	9th Year	\$ <u>97,775.27 per quarter</u>
2nd Year	\$ " " "	10th Year	\$ " " "
3rd Year	\$ " " "	11th Year	\$ " " "
4th Year	\$ " " "	12th Year	\$ " " "
5th Year	\$ " " "	13th Year	\$ " " "
6th Year	\$ " " "	14th Year	\$ " " "
7th Year	\$ " " "	15th Year	\$ " " "
8th Year	\$ " " "	Thereafter	\$ <u>-0-</u>

5. RENEWAL OPTION: Lessee may renew lease on a year to year basis upon expiration of the term as specified in Item 3 above at an annual rental of \$ Fair Rental Value payable in advance.

6. INSURANCE: See Section 13 of the Supplement No. 1 to the Lease Agreement

7. STIPULATED LOSS VALUE: Amount to be paid pursuant to paragraph VIII of Equipment Lease Agreement for leased equipment lost, stolen, destroyed or damaged beyond repair during each year of the term: See Exhibit "AA" to Supplement No. 2 to the Lease Agreement

1st	\$ <u>/</u>	5th	\$ <u>/</u>	9th	\$ <u>/</u>	13th	\$ <u>/</u>
2nd	\$ <u>/</u>	6th	\$ <u>/</u>	10th	\$ <u>/</u>	14th	\$ <u>/</u>
3rd	\$ <u>/</u>	7th	\$ <u>/</u>	11th	\$ <u>/</u>	15th	\$ <u>/</u>
4th	\$ <u>/</u>	8th	\$ <u>/</u>	12th	\$ <u>/</u>	Thereafter	\$ <u>/</u>

8. SPECIAL CONDITIONS: Quarterly rental set forth in Paragraph 4 hereof is based on a 7.00% prime rate and shall float with prime as set forth in the Supplements to the Lease Agreement

APPROVED AND AGREED TO this _____ day of _____, 19____ as a schedule to and part of Equipment Lease Agreement dated the _____ day of _____, 19____.

THE DETROIT EDISON COMPANY
LESSEE

GREYHOUND LEASING & FINANCIAL CORPORATION,
LESSOR

By _____
TITLE

By _____
Senior VICE PRESIDENT

(Seal)

(Seal)

By _____
TITLE

By _____
Assistant SECRETARY